REMARKS

Claims 1-21 and 23-27 are pending. Claim 21 is amended to incorporate the subject matter of claim 22 and claim 22 is canceled. This amendment is made to incorporate clearly allowable subject matter into claim 21 and in order to expedite allowance. No range of equivalents is surrendered. Applicants respectfully request reconsideration of the claims.

Claims 1-21 and 23-27 are rejected under 35 USC 102(e) as being anticipated by U.S. Patent No. 7,050,432 to Banavar et al. ("Banavar"). Applicants respectfully traverse this rejection since each and every element of claims 1-21 and 23-27 are not expressly or inherently described in Banavar.

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference," Verdegaal Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987); see also MPEP § 2131. "The identical invention must be shown in as complete detail as is contained in the ... claim." Richardson v. Suzuki Motor Co., 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim. In re Bond, 15 USPQ2d 1566 (Fed. Cir. 1990). As stated, Banavar does not show each and every element as set forth in the claims, does not suggest the identical invention as defined in the claims, and does not suggest the elements arranged as required by the claims.

For example, Banavar does not inherently or expressly describe "selectively routing the packet based upon the inspecting and the quality of service guarantee," as recited in claim 1. Banavar describes only content-based routing. "The routing is based on *data content* of the message irrespective of any destination information that may be within the message," col. 2, lines 58-60 (emphasis added). In Banavar, as opposed to claim 1, quality of service is only relevant to the actual delivery of the message, not the routing of the message. See, *e.g.*, col. 7, lines 12-26, which describes routers receiving a published message, computing routing information "based on message content," forwarding to neighboring routers, delivering to subscribing clients not requiring reliable delivery and buffering for later delivery to clients requiring reliable delivery. "In a first phase, messages are *routed* from a publisher to all nodes in the network, but not necessarily delivered to all subscribers, depending on whether uniform delivery has been specified by the publisher or the subscribers," col. 8, lines 31-35. Banavar clearly distinguishes between routing and delivering, as further evidenced by FIG. 7, which

illustrates routing, see step 720, as separate from delivering, see steps 740 and 750. Indeed, FIG. 7 even illustrates an intermediate step between routing and delivering, *i.e.*, forwarding to applicable neighbor nodes, step 730. Moreover, it is clear that Banavar does not selectively route based on both inspecting the payload <u>and</u> the quality of service guarantee, as recited in the claims. In order to anticipate, Banavar must perform a routing step based on both. Banavar routes based on content, forwards based on that routing, and then delivers or buffers for later delivery if uniform delivery is specified, all as separate steps. Consequently, while Banavar does consider quality of service when delivering, it does not describe "selectively routing the packet based upon the inspecting and the quality of service guarantee," as recited in claim 1.

Therefore, claim 1 is not anticipated by Banavar. Claims 2-7, which depend on claim 1, are not anticipated for at least these same reasons, and their own independent features. For example, Banavar does not describe "propagating the filter to a router in the network for use in performing the inspecting," as recited in claim 5. Nowhere in Banavar, let alone the cited col. 8, lines 40-67, is propagating a filter to a router described. Indeed, nowhere does Banavar even mention or describe a filter. Consequently, claims 1-7 are allowable.

Independent claim 8 is allowable for similar reasons. For example, Banavar does not inherently or expressly describe "selectively routing the message based upon the applying and the quality of service guarantee," as recited in claim 8. As discussed above, Banavar only considers quality of service in post-routing delivery, not when selectively routing. Likewise, it is clear that Banavar does not selectively route based on both applying the attribute to the subscription <u>and</u> the quality of service guarantee. In order to anticipate, Banavar must perform a routing step based on both. Consequently, claim 8 is not anticipated by Banavar.

Claims 9-13, which depend on claim 8, are not anticipated for at least these same reasons, and their own independent features. For example, nowhere in Banavar, let alone in the cited col. 8, lines 40-67, is retrieving a filter or retrieving a plurality of filters, as recited in claims 9 and 12, described. Consequently, claims 8-13 are allowable.

Independent claim 14 is allowable for similar reasons. For example, Banavar does not inherently or expressly describe "a module for selectively routing the packet based upon the inspection results obtained from and the quality-of-service guarantees determined by the steps above," as recited in claim 14. As mentioned above, Banavar clearly teaches the routing as a separate step from the delivering. Banavar routes based on message content. Then, later, it considers quality of service. Clearly, based on its explicit disclosure, Banavar cannot inherently

and does not expressly describe a module for selectively routing as recited in claim 14. Consequently, claim 14 is not anticipated by Banavar.

Claims 15-20, which depend on claim 14, are not anticipated for at least these same reasons, and their own independent features. For example, nowhere in Banavar, let alone in the cited col. 8, lines 40-67, is "a module for propagating the filter to a router in the network for use in performing the inspecting," as recited in claim 18, described. Consequently, claims 14-20 are allowable.

Further, Banavar does not describe "a module for retrieving a subscription based upon the subject, wherein the module for retrieving the subscription includes a module for retrieving a filter corresponding with the subscription," as recited in claim 21. As set forth above, Banavar does not describe retrieving a filter, let alone a filter corresponding with the subscription. Nowhere in Banavar, let alone the cited col. 8, lines 40-67, is a filter even mentioned. Consequently, claim 21 is not anticipated by Banavar.

Claims 23-27, which depend on claim 21, are not anticipated for at least these same reasons, and their own independent features. For example, nowhere in Banavar, let alone in the cited col. 8, lines 40-67, is "a module for retrieving a plurality of filters corresponding with a plurality of subscriptions," as recited in claim 25, described. Consequently, claims 21 and 23-27 are allowable.

CONCLUSION

In view of the above remarks, Applicants respectfully assert that the application is in condition for allowance. Prompt examination and allowance of claims 1-21 and 23-27 is respectfully requested. Applicants respectfully request that a timely Notice of Allowance be issued in this case.

Respectfully submitted,

Date: **May 21, 2007**
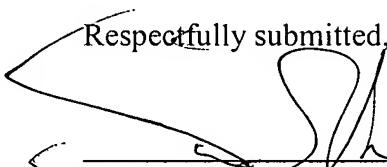
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